

**INTERSTATE  
INTERLOCAL CONTRACT  
FOR COOPERATIVE PURCHASING**

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and \_\_\_\_\_, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at \_\_\_\_\_

**W I T N E S S E T H**

**WHEREAS**, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

**WHEREAS**, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

**WHEREAS**, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

**WHEREAS**, End User has represented that it is an eligible entity under the Act, and desires to contract with H-GAC on the terms set forth below;

**NOW, THEREFORE**, H-GAC and the End User do hereby agree as follows:

**ARTICLE 1: LEGAL AUTHORITY**

The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state, or a combination of two or more of those entities), a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

**ARTICLE 2: APPLICABLE LAWS**

H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, ordinances and laws in effect or promulgated during the term of this Contract.

**ARTICLE 3: WHOLE AGREEMENT**

This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

**ARTICLE 4: PERFORMANCE PERIOD**

The period of this Contract shall be for the balance of the fiscal year of the End User, which began \_\_\_\_\_ and ends \_\_\_\_\_. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

**ARTICLE 5: SCOPE OF SERVICES**

The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. The End User will access the Program through HGACBuy.com and by submission of any duly executed purchase order to a contractor having a valid contract with H-GAC, and in a format acceptable to H-GAC. All purchases hereunder shall be through HGACBuy.com in accordance with (1) Texas statutes and procedures governing competitive bids and proposals, (2) in accordance with specifications and contract terms established by H-GAC, (3) and at published prices and administrative fees listed on the web site: HGACBuy.com. Ownership (title) to products purchased through H-GAC shall transfer directly from H-GAC's contractor to the End User.

(over)

**ARTICLE 6: PAYMENTS**

H-GAC will confirm each order and issue notice to proceed to H-GAC's contractor. Upon presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay to H-GAC's contractor the full amount of the invoice for the goods or services including H-GAC's administrative fee. In no event shall H-GAC have any financial liability to the End User for any goods/services End User procures from any H-GAC contractor.

**ARTICLE 7: CHANGES AND AMENDMENTS**

This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through HGACBuy.com without posting any advance notice.

**ARTICLE 8: TERMINATION PROCEDURES**

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay an H-GAC contractor, and to pay H-GAC's administrative fees for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

**ARTICLE 9: SEVERABILITY**

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

**ARTICLE 10: FORCE MAJEURE**

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

**ARTICLE 11: VENUE**

Venue and jurisdiction of any suit or cause of action arising under, or in connection with, this Contract shall lie exclusively in Harris County, Texas.

**THIS INSTRUMENT, IN TWO (2) ORIGINALS, HAS BEEN EXECUTED BY THE PARTIES HERETO AS FOLLOWS:**

\_\_\_\_\_  
Name of End User (local government, agency, or non-profit corporation)

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
City County State ZIP Code

By: \_\_\_\_\_  
Signature of chief elected or appointed official

\_\_\_\_\_  
Typed Name & Title of Signatory Date

***Houston-Galveston Area Council***

3555 Timmons Lane, Suite 120, Houston, TX 77027

By: \_\_\_\_\_  
Executive Director Date

Attest: \_\_\_\_\_  
Manager Date

**NOTE: Facsimile copies of this document shall not be acceptable as ORIGINALS.**

Revised 1/03, 2K Printed

**INTERSTATE  
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LEON COUNTY, FLORIDA

By: \_\_\_\_\_  
Tony Grippa, Chairman  
Board of County Commissioners

ATTEST:  
Bob Inzer, Clerk of the Court  
Leon County, Florida

By: \_\_\_\_\_

APPROVED AS TO FORM:  
Leon County Attorney's Office

By: \_\_\_\_\_  
Herbert W.A. Thiele, Esq.  
County Attorney